

# US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

LEASE NO.

GS-05B-18555

THIS LEASE, made and entered into this date by and between:

KABIRJI, LLC

Whose address is: 6801 SPRING CREEK ROAD  
ROCKFORD, IL 61114

and whose interest in the property hereinafter described is that of **OWNER**

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 12,434 rentable square feet (RSF) of office and related space, which yields 11,531 ANSI/BOMA Office Area square feet (USF) of space at 6885 Vistagreen Way, Rockford, Illinois, as shown in Exhibit D, to be used for such purposes as determined by the General Services Administration. Included in the rent are 24 parking spaces for exclusive use of Government employees and patrons, as shown in Exhibit E.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on February 5, 2012 and continuing through February 4, 2027, subject to termination and renewal rights as may be hereinafter set forth. The exact start date will be subject to the provisions in SFO 5.11.

3. The Government shall pay the Lessor annual rent at the following rate:

Term Years	Rate per RSF	Annual Rent	Monthly Rent Payable in Arrears
1-5	\$33.42	\$415,544.28	\$34,628.69
6-15	\$23.37	\$290,582.58	\$24,215.22

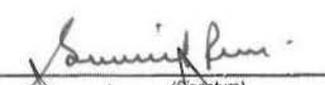
Rent shall be paid monthly in arrears. The Lessor and Government both acknowledge and agree this shall be a full service lease agreement in accordance with SFO GS-05B-18555. Rent for a lesser period shall be prorated. Rent shall be made payable to:

KABIRJI, LLC  
6801 SPRING CREEK ROAD  
ROCKFORD, IL 61114

4. The Government may not terminate this lease at any time until after February 4, 2027.

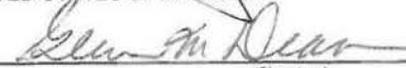
IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

KABIRJI, LLC

BY   
(Signature)  
IN PRESENCE OF   
(Signature)

Member  
(Title)  
6801 Spring Creek Rd. Rockford IL  
(Address)

UNITED STATES OF AMERICA

BY   
(Signature)

Contracting Officer, General Services Administration  
(Official Title)

5. ~~This lease may be renewed at the option of the Government, for the following terms and at the following rentals, provided notice be given in writing to the Lessor at least \_\_\_\_\_ days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.~~

6. The Lessor shall furnish to the Government, as part to the rental consideration, the following:
- A. Those facilities, services, supplies, utilities and maintenance in accordance with SFO GS-05B-18555 dated August 30, 2010.
  - B. Twenty Four (24) surface parking spaces.

7. The following are attached and made a part hereof:
- A. Solicitation for Offers GS-05B-18555 dated September 13, 2010.
  - B. GSA Form 3517B entitled GENERAL CLAUSES (Rev. [11/05])
  - C. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07])
  - D. Leased Space Exhibit
  - E. Leased Parking Exhibit

8. In reference to the SFO paragraph 3.3 entitled Tenant Improvement Rental Adjustment, Tenant Improvements in the total amount of \$551,995.31 shall be included in the rental rate. The tenant buildout costs of \$551,995.31 shall be amortized for a period 60 months at 5%. The amortized tenant buildout costs are \$10.05/RSF. Tenant Improvements shall be completed within 120 days from the date the contracting officer issues the notice to proceed with the tenant improvements.

~~9. In reference to the SFO paragraph 3.4, entitled GSA Forms and Pricing Information, Building-Specific Security in the total amount of \$\_\_\_ shall be included in the rental rate. The building-specific security costs shall be amortized for a period of 120 months at \_\_%. The amortized tenant buildout costs are \$\_\_\_/RSF. Building-specific security shall be completed within 90 days from the date the contracting officer issues the notice to proceed with the security improvements.~~

10. In accordance with the SFO paragraph 4.1 entitled *Measurement of Space*, the common area factor is established as 1.0783106 (12,434 RSF/11,531USF).

11. In accordance with the SFO paragraph 4.2 entitled *Tax Adjustment*, this lease is subject to real estate tax adjustments. The base amount for the Government portion of the premises is \$30,463.30. The percentage of occupancy is 58.66 percent (12,434 RSF / Total Building RSF of 21,197.00 square feet).

12. In accordance with the SFO paragraph entitled *Percentage of Occupancy*, the percentage of Government occupancy is established as 58.66%.

13. In accordance with the SFO paragraph entitled *Operating Cost*, the lease is subject to operating costs escalations. The escalation base is established as \$6.27/RSF (\$77,961.18/annum).

14. In accordance with the SFO paragraph 4.4 entitled *Adjustment for Vacant Premises*, the adjustment is established as \$0.00 USF for vacant space (rental reduction).

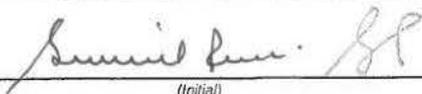
15. In accordance with the SFO Paragraph 4.6 entitled *Overtime Usage*, the rate for overtime usage is established as \$0 per hour for the entire building or any portion thereof. Overtime shall not be charged during normal building hours of operation or during the hours of operation set forth in the SFO paragraph entitled "Normal Hours."

16. The Lessor shall provide cleaning/maintenance within Tenant's space during tenant working hours, Monday through Friday excluding Federal Holidays.

17. The total square footage referred to paragraph 1, Standard Form 2, is the total amount of space under lease by the Government. If the actual amount of space exceeds 11,531 ANSI/BOMA square feet, there will be no additional cost to the Government. If the actual amount of space is less than 11,531 ANSI/BOMA, the rent will be decreased accordingly.

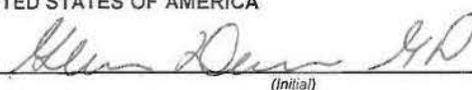
LESSOR

BY \_\_\_\_\_

  
(Initial)

UNITED STATES OF AMERICA

BY \_\_\_\_\_

  
(Initial)

18. The Gross Rental rate in Section 3 above includes the following amounts per RSF:

Term Years	Shell Rent (Excluding Taxes)	Annual Tenant Improvements	Annual Operating Expenses	Annual RE Taxes
1-5	\$182,158.10	\$124,961.70	\$77,961.18	\$30,463.30
6-15	\$182,158.10	\$0	\$77,961.18	\$30,463.30

19. In accordance with Paragraph 2.34 (Broker Commission and Commission Credit), no real estate agents were authorized to represent GSA in connection with this lease transaction.

20. Per the Debt Collection Improvement Act, effective July 27, 1996, Electronic Funds Transfer (EFT) shall be required on all existing and new lease contracts after January 1, 1998.

21. All questions pertaining to this Lease shall be referred to the Contracting Officer of General Services Administration (GSA) or their designee. The Government occupant **is not** authorized to administer this lease, and GSA assumes no responsibility for any cost incurred by the Lessor except as provided by the terms of this Lease or authorized **in writing** by the Contracting Officer or their designee. The Lessor will not be reimbursed for any services not provided for in this Lease, including but not limited to: repairs, alterations and overtime services. Additionally, rental will not be paid for occupancy in whole or in part except for the term specified herein.

LESSOR

BY

*Samuel Furi* *SP*  
(Initial)

UNITED STATES OF AMERICA

BY

*AL*  
(Initial)